

**MEMORANDUM OF AGREEMENT BETWEEN THE SUMTER COUNTY BOARD OF  
COUNTY COMMISSIONERS AND THE SUMTER COUNTY SCHOOL BOARD  
REGARDING USE OF SUMTER COUNTY SCHOOL BOARD PROPERTY NORTH OF  
CR 528 AND WEST OF STATE ROAD 471**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Sumter County Board of County Commissioners, a subdivision of the State of Florida (hereinafter the "County") and the Sumter County School Board (hereinafter the "School Board.").

**WHEREAS**, the School Board is the fee simple owner of certain real property located in Sumter County, Florida, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Property"); and

**WHEREAS**, the County desires to improve County Road 528 (hereinafter CR 528) between CR 526A and State Road (hereinafter "SR") 471 to facilitate future traffic volumes anticipated from future growth in the surrounding areas; and

**WHEREAS**, the existing right-of-way along CR 528 is insufficient to accommodate the storm water runoff from the proposed roadway improvement in accordance with Southwest Florida Water Management District (hereinafter "SWFWMD") rules; and

**WHEREAS**, the Property described in Exhibit "A" is an existing natural basin that drains other School Board real property contiguous to the Property and the County's right of way for CR 528; and

**WHEREAS**, the School Board anticipates future construction of capital improvements on its real property contiguous to the Property described in Exhibit A, but such improvements have not been added to the School Board's capital improvement plan and specific location of future ingress or egress to such improvements from CR 528 have not been determined as of the date of this Agreement; and

**WHEREAS**, it is anticipated that SWFWMD will grant a permit exemption for a north turn lane from CR 528 into the School Board's property upon which the future capital improvements, as set forth, herein will to be constructed; and

**WHEREAS**, a SWFWMD exemption for such future north turn lane from CR 528 may not be granted unless additional storm water storage and retention area is provided; and

**WHEREAS**, the Parties to this Agreement believe that if additional storm water storage area is required by SWFWMD to accommodate an east bound to northbound left turn-lane from CR 528 into School Board property in the future, such additional area would be minimal; and

**NOW THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledged, the Parties agree as follows:

### **ROAD CONSTRUCTION COMPLIANCE**

1. All future roadway improvements shall be in compliance with the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, also commonly referred to as the "Green Book".

### **GRANT OF EASEMENT**

2. The School Board shall grant to the County a nonexclusive easement over, across, under, and through the Property described in Exhibit A for use by the County for storm water storage and retention to accommodate the County's improvements to CR 528.

### **REVERTER CLAUSE**

3. The easement granted to County by the School Board shall contain a reverter clause providing that in the event the County ceases to use the Property for storm water storage and retention, then, in that event, the property shall revert to the School Board and the School Board shall have the right of reentry and to take possession of the property free and clear of any interest or claim by the County.

### **FORM OF EASEMENT**

4. The easement shall be substantially in the form of the easement set forth in Exhibit B attached to this agreement and incorporated herein by reference.

### **TURN LANE**

5. Upon the request of the School Board, the County shall add to its Capital Improvement Program an east bound to northbound left turn-lane on CR 528 into the School Board's property at a location specified by the School Board.

### **NOTICE**

6. The School Board shall give notice of its desire that the County construct the east bound to northbound left turn-lane from CR 528 into the School Board's property in sufficient time to allow the County to fund, design, permit, and complete construction of the turn lane prior to the School Board commencing construction of the School Board's future capital improvements as set forth herein. It is the intent of the Parties that the turn lane be completed and available for use by the School Board prior to the School Board starting construction of the improvements. In order to comply with the notice requirement of this provision the School Board will immediately give the County notice of the School Board's addition of said improvements to the School Board's capital improvements plan.

## ADDITIONAL EASEMENT

7. In the event SWFWMD requires additional storm water storage area for the permitting of the above referenced east bound to northbound left turn-lane, the School Board shall grant to the County such additional easements as may be necessary to comply with the requirements of SWFWMD.

## RECITALS

8. The recitals set forth above are true and correct in all aspects and are incorporated herein by reference.

**IN WITNESS THEREOF**, the Parties set their hands and seals on the date set forth above.

## BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA

\_\_\_\_\_  
1st Witness

By: \_\_\_\_\_  
Garry Breeden, Chairman

\_\_\_\_\_  
Print name of witness

\_\_\_\_\_  
2nd Witness

\_\_\_\_\_  
Print name of witness

## STATE OF FLORIDA COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by Garry Breeden, as Chairperson of the Sumter County Board of County Commissioners, on behalf of the Sumter County Board of County Commissioners, on the \_\_\_\_ day of \_\_\_\_\_, 2009, being personally known to me.

My Commission Expires:

\_\_\_\_\_  
Notary Public

Approved as to form and content by Sumter County Attorney

\_\_\_\_\_  
County Attorney

**SUMTER COUNTY SCHOOL BOARD**

\_\_\_\_\_  
1st Witness

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

\_\_\_\_\_  
Print name of witness

\_\_\_\_\_  
2nd Witness

\_\_\_\_\_  
Print name of witness

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
Chairman of the Sumter County School Board, on behalf of the Sumter County School Board, on  
the \_\_\_\_ day of \_\_\_\_\_, 2009, being personally known to me.

My Commission Expires:

\_\_\_\_\_  
Notary Public